



GENERAL TERMS AND CONDITIONS OF SALE
SAS PERLA DI MARE HOLIDAY RESORT** Plage de Vignale 20240**
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Article 1 – Scope of application of the general terms and conditions of sale.

These terms and conditions govern all the sales of holidays on this websites www.perla-di-mare.fr by operation of law.

They take place as an integral part of any contract made between the Resort and its clients.

Each client acknowledges that they have read and understood the following general terms and conditions of sales before proceeding to any reservation – for themselves or any person included in the stay. They can also be acquired on a simple written request to the company's headquarter.

Article 2 – Booking conditions.

2.1 – Prices and rules.

The prices of the stays are given in euros, VAT included, excluding the tourist tax. As for the booking of an accommodation : every booking is nominative, and cannot be assigned to another party.

- The booking will only be effective after we expressed our agreement and received a payment of 30% of the total amount of the stay plus the booking fees. The total amount must be perceived by the Resort at the very least 30 days before the scheduled arrival.

- In case of a booking requested less than 30 days before the scheduled date of arrival, the total amount of the stay and the booking fees must be paid directly at the moment of the reservation.

In case of any unannounced late check-in, past 48 hours after the arrival day scheduled on your booking contract, the housing will become available again. Past those 48 hours and without any warning from the client, the booking will be cancelled, and the already perceived payment(s) will be kept by the Resort's direction.

2.2 – Booking modification.

There will be no price reduction upon a late arrival or early departure.

2.3 – Cancellation.

Every booking cancellation must be submitted as a written proof (by registered letter with an acknowledgement of receipt) addressed to our establishment.

In case of a cancellation, the following list will have to be paid by the client / will be kept by the resort :

- The booking fees.
- 20% of the total of the stay if the cancellation happen more than 30 days before the scheduled arrival.
- The total amount of the say if the cancellation happen at 30 days or less before the scheduled arrival, or if you do not show up on the scheduled arrival day.

2.4 – Withdrawal.

The statutory measures relating to the right to a withdrawal in case of a distance selling prepared by the Cosumer Code do not apply to the tourism services (article L.121-20-4 of the Code de la Consommation). MANDATORY IN FRANCE. DEPEND ON THE MARKET.

In this way, for any request for a stay in the Resort, the client do not benefit of a withdrawal right.

2.5 – Cancellation Guarantee.

The guarantee become effective starting the subscription to the renting contract, and expire the day before the first day of the stay, at midnight.

Subject to the application of the contractual obligations, this guarantee allows the client to obtain a refund of the paid sums, if their stay was to be cancelled under one of the condition presented in this exhaustive list :

- **A serious illness, a physical accident or the death of :**
 - Yourself, your spouse, your ascendants, your descendants.
 - Your siblings, your sibling's spouse, your parent's spouse, your spouse's siblings, your spouse's parents, and the spouses of your children.

« Serious illness » and « physical accident » mean any temporary or definitive damage to your physical integrity that has been recorded medically and resulting in the discontinuation of your professional activities.

- **Complications of pregnancy.**
- **Serious prejudices** requiring your imperative participation on the day of the scheduled departure, consicutive to a flight, a fire, a flood or natural disaster damaging more than 50% of your main house or office place. (Submitting an attenstation from the insurance is mantatory.)

- **Your or your spouse's economic lay-off**, if said lay-off was not initiated before the booking of the stay.

Every cancellation's justification must be sent as a registered letter alongside every document establishing the facts (expert report, police report, notice of summoning, medical certificate, death certificate...) as soon as they occurred or under 3 working days following the event at the latest.

MAIN EXCLUSIONS :

- *Consequences, aftereffects, complications or worsening of an illness or an accident that happened before the contract signing.*
- *Pregnancy, intentional termination of pregnancy, childbirth and its regular outcomes.*
- *Drug addiction, alcoholism and their consequences.*
- *Psychological illness, mental illness, or nervous disorder that do not require an hospitalisation of more than 7 days.*
- *Your purposive acts.*
- *Accident engendered by the participation, as a professional, to any sports or competition, as well as the preparatory trainings.*
- *Accident engendered by the practice, as a hobbyist, of the following sports : Motor sports (car, bike, any motorized vehicle), aerial sports.*
- *Epidemics, pollution, natural disasters referred by the law N – 82.600 of the 13th of July 1982.*
- *Civil or foreign war, riots, national movements, strikes, terrorism, any effect from a source of radioactivity.*

Article 3 – Course of a stay.

3.1 – Arrivals & Departures

Arrivals happen :

- From the 04/04 to the 31/05 and from the 01/10 to the 01/11 : everyday, between 2PM and 6PM.
- From the 01/06 to the 30/09 : Saturday between 5PM and 8PM.
Monday, Friday and Sunday between 5PM and 7PM.
Tuesday and Wednesday between 2PM and 6PM (July and August non-included).

Departures happen before 10AM.

3.2 – Deposit (Caution)

A deposit of 300€ or 400€ (depending on the type of housing requested) will be required upon your arrival. This amount will be refunded on the day of your departure during opening hours, after a check of the housing by our teams.

In case of any damage, the price of the repairs and replacements will be added to the price of the stay, as well as the price of the cleaning if you do not leave the accommodation perfectly clean.

In case of a departure in the early morning (before the reception's opening hours), paying the final cleaning is mandatory. The deposit will be cancelled after a check of the housing by our teams.

3.3 – Departures.

Any departure that will happen after 10AM will lead to the billing of an additional night. Any extension of a stay must be requested at least 24 hours before the scheduled departure day.

3.4 – Animals.

Animals are not allowed inside the housings (exceptions can be made for pets that weight under 5kg).

3.5 – Image rights.

During your stay in our Resort and on our campsite, you may be photographed or recorded in order for us to produce our brochures, if you do not want it, you need to present a written request about your opposition to this process on the day of your arrival.

3.6 – Rules of Procedure.

As requested by the Law, you must adhere to our rules of procedure, registered at the Préfecture, displayed in our reception, a copy of which can be given to you upon your request.

Article 4 – Responsibilities.

The Resort accepts no responsibility with regard to the damage sustained by the client's equipment as a result of their own actions ; an insurance of your equipment regarding civil liability is mandatory (FFCC, ANWB, ADAC...).

Article 5 – Applicable law.

These general terms and conditions are under the control of the French Law and any litigation regarding their application require the jurisdiction of the Tribunal de Grand Instance or the Tribunal de Commerce of Bastia.



SUNÊLIA GENERAL TERMS & CONDITIONS

OUTDOOR PITCHES

The basic rate includes:

- ✓ 1 person, 2nd person goes free
- ✓ Pitch for a tent, caravan or camping car
- ✓ Space for 1 car
- ✓ Access to the shower blocks
- ✓ Access to events, services and leisure facilities, except for those indicated with an extra charge on each site.

ACCOMMODATION UNITS

The basic rate includes:

- ✓ 4 to 10 persons (including babies and children) according to the capacity of the accommodation unit rented
- ✓ Space for 1 car
- ✓ Access to events, services and leisure facilities, except for those indicated with an extra charge on each site.
- ✓ Our accommodation is fully equipped with kitchen utensils, crockery, furniture, covers and pillows.
- ✓ In most of the sites, the sheets are not provided, although it is possible to hire them.

The sites will refuse access to families of a number greater than the rented accommodation unit's capacity (babies and children included).

All rental prices given in this brochure are inclusive of all taxes and charges. VAT is applied at the rate in force at the time of printing, which is 10%. Any change in this rate between the booking date and the date of the holiday will therefore cause a change in the all-inclusive rental prices.

DEPOSIT

- ✓ For rented accommodation, a maximum deposit of €500 will be requested on your arrival. This deposit will be returned to you at the end of your stay or sent to you five days after your departure, after deduction of any possible fees for repairs and/or the value of any missing or damaged items.
- ✓ A fixed sum will be deducted if you have not cleaned the accommodation before departure.

TOURIST TAX

The amount of the tourist tax varies according to the town in which the site is located, and is not included in the price of the stay (see “Additional charges and information” table for each site).

ADMINISTRATION FEES

Administration fees of a maximum of €40 will be invoiced when you book your outdoor pitch or rented accommodation.

TERMS OF PAYMENT

- ✓ For bookings made more than 30 days before your planned date of arrival, a payment of 30% of the full cost of the stay, along with the administration fees, must be paid on reservation.
- ✓ For accommodation and outdoor camping, payment must be made 30 days before arrival.
- ✓ For bookings made less than 30 days prior to your date of arrival, the full amount along with the administration fees must be paid on reservation.

On receipt of your booking application, the site you have chosen will send you confirmation, subject to availability. However, we recommend telephoning the site for availability before sending your application.

CANCELLATION PERIOD

In accordance with article L.121-20-4 of the French Consumer code, the collective services and provisions on this site are not subject to the cooling-off period previously mentioned in articles L.120-20 and following of the French Consumer Code. Consequently, the provisions of accommodation and leisure services operating on the site are exclusively subject to the conditions of cancellation herewith.

CANCELLATION

Any cancellation of a booking must be made in writing (by registered letter with acknowledgement of receipt) and sent to the site. In case of cancellation, the following will be retained or due:

- ✓ Administration fees.
- ✓ An amount equal to 20% of the full cost of the stay in case of cancellation more than 30 days before your planned date of arrival.
- ✓ The full amount of your stay in case of cancellation less than 30 days before your planned date of arrival or if you do not arrive on this date.

A complementary guarantee ensuring the reimbursement of the amount of your stay in case of cancellation may be offered by the site under certain conditions (see the individual terms of sale of the site).

TIME OF ARRIVAL AND DEPARTURE

- ✓ See the prices tables for the days and times of arrival and departure for each site.
- ✓ You will be invoiced one extra night if you exceed the hours stipulated.
- ✓ In case of delayed arrival or early departure, the invoice will be based on the dates of arrival and departure defined in your booking contract.
- ✓ If you do not arrive after 48 hours following the arrival time without informing the site in writing of your delay, your booking will be cancelled and no refund will be given.

PETS

- ✓ Pets are admitted at some sites and on some outdoor pitches and accommodation units for an extra charge to be paid on reservation (see “Additional charges and information” table for each site).
- ✓ When they are admitted in rented accommodation units, only one is allowed per unit.
- ✓ When they are admitted (see “Additional charges and information” table for each site), you must keep them on a lead and be able to present their updated vaccination record and earmark. Dogs of the breeds Rottweiler, American Staffordshire Terrier, Staffordshire Terrier, Rosa or dogs with physical features similar to the aforementioned, are strictly prohibited.

MISCELLANEOUS

On certain sites it is compulsory to wear an identification bracelet throughout your stay. Prices are inclusive of VAT.

DISPUTES

In case of a dispute, the competent jurisdiction will be the one corresponding to the location of the site.

Every campsite customer has the right to refer to a Consumer Ombudsman to reach an amicable agreement on the settlement of their dispute with the campsite owner, within not more than one year from the date of notification of the complaint (with recorded delivery).

The Consumer Ombudsman contact details are the following:

MEDICYS :

- Referral procedure through the Internet by filling the provided form on: www.medicys.fr
- Referral procedure by email: contact@medicys.fr
- Referral procedure through the post: 73, boulevard de Clichy - 75009 PARIS – France

INHOUSE RULES

All clients are obliged to comply with the inhouse rules of the site.

RIGHT OF PUBLICITY

During your stay on our campsites, you may be photographed or filmed for the creation and production of our promotional material, unless you inform the reception in writing of your opposition to this practice as soon as you arrive.

IMPORTANT

Brochures can never be totally free of errors or misprints. Please ask us to confirm prices when you reserve; only those indicated on your invoice will be contractually binding.